

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

**In the Matter of:**

HR-57 Center for Advancement and  
Preservation of Jazz  
t/a HR-57

Application for a Retailer's  
Class DR - new  
at premises

1610 14<sup>th</sup> Street, NW  
Washington, DC 20009

Case No. 50142-01/084P

**Wayne H. Dickson, President, Logan Circle Community Association (LCCA)  
Protestant**

**Denice Puesan, Executive Director, Applicant**

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR  
VERA M. ABBOTT, MEMBER  
ELLEN OPPER-WEINER, ESQUIRE, MEMBER  
CHARLES A. BURGER, MEMBER  
JUDY A. MOY, MEMBER  
AUDREY E. THOMPSON, MEMBER  
LAURIE COLLINS, MEMBER**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

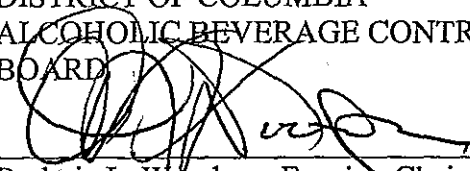
This matter, having been protested, was scheduled for a roll call hearing on August 15, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Wayne H. Dickson, President, LCCA, dated July 28, 2001.

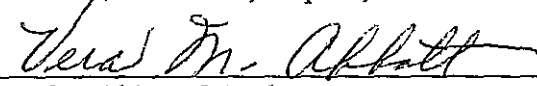
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 26, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

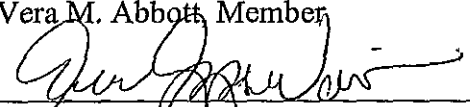
Accordingly, it is this 17<sup>th</sup> day of October 2001, **ORDERED** that:

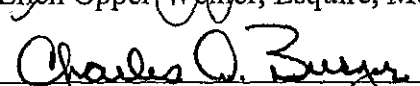
1. The opposition of Wayne H. Dickson, President, LCCA, be, and the same hereby is **WITHDRAWN**;
2. The application of HR-57 Center for Advancement and Preservation of Jazz & Blues, t/a HR-57, for a retailer's class DR license (new) at premises 1610 14<sup>th</sup> Street, NW, Washington, DC, 20009, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

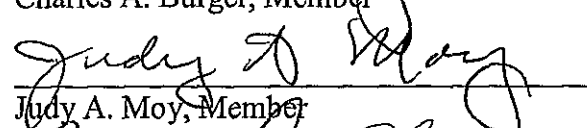
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL  
BOARD

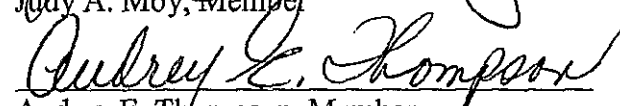
  
Roderic L. Woodson, Esquire, Chair

  
Vera M. Abbott, Member

  
Ellen Oppenheimer, Esquire, Member

  
Charles A. Burger, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

  
Laurie Collins, Member

ABLA #50142  
rec'd 9/26/01 lsb yrd

**THIS AGREEMENT** is entered into by and between **HR-57 Center for the Preservation of Jazz & Blues** (hereinafter referred to as "Applicant") and the following entity **Logan Circle Community Association** (hereinafter referred to as "Protestant");

**WHEREAS**, HR-57 Center for the Preservation of Jazz & Blues, desires to obtain authorization from the District of Columbia Alcoholic Beverage Control Division to permit the sale of beer, wine and spirits for a restaurant at the above-referenced premises; and

**WHEREAS**, the Protestant seeks to assure the applicant's cooperation in maintaining the peace, order and quiet in and around the Applicant's business premises, as well as protect pedestrian safety;

NOW, THEREFORE, the parties agree as follows:

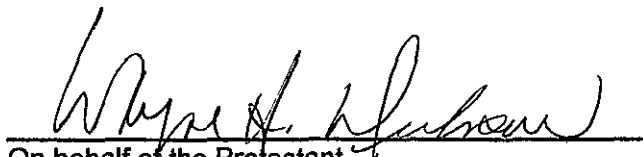
1. **HOURS OF OPERATION.** The Applicant shall limit the hours of operation of the Establishment to no more than 10:00 a.m. to 2:00 a.m., Sunday through Saturday, New Year's Eve 10:00 a.m to 4:00 a.m.
2. **PUBLIC TELEPHONES.** No exterior public pay telephones shall be installed on the property.
3. **EXTERNAL APPEARANCE OF THE PREMISES.** The Applicant shall conform to the Historic Designation regulations as it pertains to the exterior of the premises, shall conform to 1101.1 of the Title 23 Of the District of Columbia Municipal Regulations by limiting advertisements in the windows to the permitted twenty-five percent (25%) of the window space, in accordance with 110.2 of Title 23 DCMR, no advertisement of any kind relating to alcoholic beverages shall be displayed on the exterior of any window and exterior or interior of any door.
4. **MAINTENANCE OF PUBLIC AND PRIVATE SPACE.** The Applicant shall keep the sidewalk, the rear alley behind the establishment clean and neat at all times, and the curbs free of trash. There shall be regular trash pickups.
5. **LOITERING.** The Applicant shall aggressively discourage loitering in the vicinity of the property, including the alley, and shall contact police when loiterers refuse to leave.
6. **PATRONS.** The Applicant shall aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of others patrons, pedestrians and neighboring residents is compromised by practicing the following:
  - No patrons entering the Establishment intoxicated shall be served alcoholic beverages.
  - No patrons shall be served alcoholic beverages beyond the point of intoxication.
7. **ILLEGAL ACTIVITIES AND PUBLIC NUISANCES.** The Applicant shall prohibit drug sale in front of the Establishment during business hours and/or while Applicant is present and contact the police when known or suspected drug transactions occur. The Applicant shall cooperate with the Police in prosecuting all violations. The Applicant shall make no sales of single cigarettes or cigars, cigarette rolling papers, plastic bags or drug paraphernalia. The Applicant shall discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.

8. **COOPERATION WITH RESIDENTS.** The Applicant agrees to meet, as needed, with the Protestant to discuss any problems arising from the operation of the establishment. The Applicant agrees to work in good faith with Protestant to resolve these problems.
9. **NOISE.** The Applicant agrees to comply with all District of Columbia laws and regulations concerning the control of noise. The Applicant further agrees to keep its back door closed during any performance and/or event hosted by the Applicant.
10. **SALE OF ALCOHOL.** In an effort to reach agreement, at the request of the Protestant the Applicant agrees to amend its Class CR Liquor License to a Class DR Liquor License.
11. **CONDITIONS OF LIQUOR LICENSE.** The Applicant shall adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days, or repeated violation, shall be grounds to request the board to bring a Show Cause action against the Applicant.
12. **NOTICES.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.
13. **WITHDRAWAL OF PROTEST.** Upon execution of this Agreement, the Protestant agrees to withdraw its protest to the Application effective immediately.

This Agreement shall take effect once all parties to the agreement have fixed their signatures below. The parties indicate their assent to this Agreement:

  
On behalf of the Applicant,  
HR-57 Center for the Preservation of Jazz & Blues

9/26/01  
Date

  
On behalf of the Protestant,  
Logan Circle Community Association.

Sept 26, 01  
Date